

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 06-13-64373

HUD# 07-13-0594-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

WAYLAND HOUSING CORPORATION

109 S. Jefferson St.

Mount Pleasant, Iowa 52641-2135

ROTH INSURANCE & MANAGEMENT, INC.

109 S. Jefferson St.

Mount Pleasant, Iowa 52641-2135

SUZANNE KRIEGER

109 S. Jefferson St.

Mount Pleasant, Iowa 52641-2135

COMPLAINANT

AMY L. MALLOY

301 W. 3rd St. Apt. D3

Wayland, Iowa 52654-9604

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against her by failing to provide a reasonable accommodation and failing to renew her lease agreement on the basis of disability. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own and manage the subject property, an apartment building, located at 301 W. 3rd St Wayland, Iowa 52654-9604.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

## Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge that the Federal Fair Housing Act makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. 42 U.S.C. § 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. Iowa Code § 216.8(1)(b).

## Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms

set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

#### Disclosure

6. The parties agree the terms of this agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

#### Release

7. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondent of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

#### Fair Housing Training

8. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants, within 30 days of Respondents' receipt of a Closing Letter from the Commission. Respondents also agree to send a statement indicating the necessary posters have been placed to the Commission, to the attention of Natalie Burnham, within 45 days of Respondents' receipt of a Closing Letter from the Commission.

#### Relief for Complainant

9. Respondents agree not to proceed with the notice of termination of lease agreement set for June 30, 2013 and will not terminate Complainant's tenancy as a result of the matters addressed in the notice. Respondents will continue to lease the subject unit to Complainant. The lease agreement will be renewed in September 2013 for a period of one year. Respondents will renew Complainant's lease agreement at that time granted she complies with the steps required by the United States Department of Agriculture for the recertification process; including providing the required documentation to Respondents to complete this process.

10. Respondents agree to permit Complainant an individual of her choice to assist her with caring for herself during times of need as a direct result of impairments associated with her disability. The individual assisting Complainant will agree to all of the terms stated within Complainant's lease and conduct themselves in a manner that is adherent to the standards of behavior dictated in Complainant's lease agreement

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Wayland Housing Corporation, RESPONDENT

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Date

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Roth Insurance & Management, Inc., RESPONDENT

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Date

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Suzanne Krieger, RESPONDENT

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Date

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Amy L. Malloy, COMPLAINANT

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Date

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Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION